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**Defendant and  
Counter-Plaintiff.**

STIPULATED MOTION FOR  
VOLUNTARY DISMISSAL OF  
ICTSI'S THIRD COUNTERCLAIM  
AGAINST PACIFIC MARITIME  
ASSOCIATION AND ~~PROPOSED~~  
ORDER

ICTSI Oregon, Inc. ("ICTSI") and Pacific Maritime Association ("PMA"), through their counsel of record and after extensive discussions, hereby Stipulate as follows:

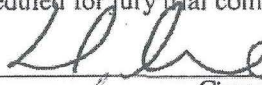
2. PMA has drafted and is poised to file and serve a motion for summary judgment of all claims against PMA in this litigation, arguing among other grounds that PMA does not have a fiduciary duty and that there is no plausible basis to find that PMA breached any such duty to ICTSI. ICTSI intends to oppose that motion.

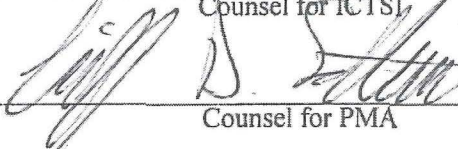
1           3.     Notwithstanding the above, ICTSI has agreed to dismiss with prejudice any and all  
2 claims against PMA, with ICTSI and PMA bearing their own respective attorney's fees and costs.  
3 PMA is not paying any monies to ICTSI, nor is ICTSI paying any monies to PMA, in order to  
4 resolve ICTSI's claims against PMA.

5           4.     After this Court dismisses PMA as a party in this litigation, ICTSI may seek  
6 written discovery from PMA or depositions of current or former PMA employees or current or  
7 former PMA Board of Director members only as follows: PMA will be considered to be a third  
8 party, non-defendant non-plaintiff in the litigation; ICTSI may seek written discovery from PMA  
9 or may seek the deposition of a current or former employee of PMA or PMA Board member only  
10 as a third party non-defendant non-plaintiff and only pursuant to FRCP 45. PMA agrees to accept  
11 service of subpoenas—with a reservation of any and all rights to object to any and all aspects of  
12 the subpoena—for any current PMA employee. ICTSI reserves all of its rights under FRCP 45,  
13 consistent with this paragraph.

14           5.     This stipulation will not affect in any way ICTSI's Second Counterclaim against  
15 the ILWU parties, which is currently scheduled for jury trial commencing on March 19, 2019.

16     Dated: 7-2-18

  
\_\_\_\_\_  
Counsel for ICTSI

  
\_\_\_\_\_  
Counsel for PMA

17  
18     Dated: 7/6/18

19  
20           Based on the above STIPULATION, and this Court finding good cause,

21           **IT IS ORDERED** that:

22           1.     All claims in this case against Pacific Maritime Association ("PMA") are hereby  
23 dismissed, with prejudice. ICTSI and PMA each shall bear their own respective attorney's fees  
24 and costs.

25           2.     This order will not affect in any way ICTSI's Second Counterclaim against the  
26 ILWU parties, which is currently scheduled for jury trial commencing on March 19, 2019.

27  
28     Dated: July 9, 2018

  
\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE